

ARTICLE 16
GRIEVANCE PROCEDURE

Section 1: Good Faith Grievance Resolution at the Worksite

IHSHQE and UNION desire that all EMPLOYEES be treated "fairly and equitably." It is intended that this grievance procedure provide a means of resolving complaints and grievances at the lowest level possible, and IHSHQE and UNION agree to work toward this end.

Section 2: Definition of Grievance

For the purpose of this Article, a grievance is defined as any complaint:

- a. by an EMPLOYEE concerning any matter relating to the employment of an EMPLOYEE within the control of IHSHQE; or
- b. by UNION concerning any matter relating to the employment of any EMPLOYEE within the control of IHSHQE; or
- c. by an EMPLOYEE, UNION, or IHSHQE concerning:
 - 1. the effect or interpretation, or a claim or breach of this Agreement; or
 - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment in Headquarters East.

Section 3: Exclusions

Grievances concerning the following matters are not subject to the negotiated procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for reasons of national security.
- d. Any examination, certification or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an EMPLOYEE.
- f. Non-adoption of a suggestion or granting of awards.
- g. Termination of a temporary EMPLOYEE.
- h. Matters involving management retained rights under 5 U.S.C. 7106.
- i. Separation of a probationary employee.
- j. Proposals for Disciplinary/Adverse Actions.
- k. Non-selection from a properly constituted Best Qualified

- list.
1. A progress review, a counseling session or performance improvement plan. However if such action is alleged to have been taken for discriminatory reasons prohibited by statute, that issue may be grieved under this procedure.

Section 4: Choice of Procedures

The appeal or grievance rights of EMPLOYEES subject to disciplinary action are established as follows:

- a. Removal, suspension for more than fourteen (14) calendar days, furlough without pay, and reduction in grade or pay are types of adverse actions for which the EMPLOYEE may use statutory appeal procedures or the negotiated grievance procedures. However, once an EMPLOYEE has invoked one of these procedures, they may not seek redress under another procedure.
- b. Disciplinary actions other than those adverse actions described in subsection a. of this section may be grieved by the EMPLOYEE only under the negotiated grievance procedure.

Section 5: Allegations of Discrimination

- a. An aggrieved EMPLOYEE affected by discrimination on account of race, color, religion, age, national origin, gender, physical or mental disability may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An EMPLOYEE shall be deemed to have exercised their option to raise the matter under either a statutory procedure or the negotiated procedure at such time as the EMPLOYEE timely initiates an action under the applicable statutory procedure or timely files a grievance.
- b. Selection of the negotiated grievance procedure in a grievance containing charges of discrimination based on Equal Employment Opportunity Commission (EEOC) guidelines in no manner prejudices the right of the EMPLOYEE to request the Merit Systems Protection Board (MSPB) or EEOC to review the final decision.

Section 6: Grievance Procedures

It is agreed that subject to the provisions of 5 U.S.C. 7121, the following procedures will be the sole procedure available to EMPLOYEES at Headquarters East in processing grievances and complaints under this Agreement.

- a. Grievance Submission: A grievance must be received or postmarked within fifteen (15) work days after the occurrence giving rise to the grievance, or fifteen (15)

work days after the date the aggrieved became aware of or should have become aware of that occurrence. The grievance must be submitted to the EMPLOYEE'S immediate supervisor or designee in writing and must state that it is being filed under the negotiated grievance procedure; contain a description of the basis for the grievance; the relief desired, and the name of the EMPLOYEE's representative if any. Relief requested must be personal to the grievant or be available in a statutory procedure. An EMPLOYEE may represent themselves or be represented by UNION.

b. Grievance Steps

Step 1: The immediate supervisor, as the Step 1 Official, or their designee, will render a written decision within fifteen (15) work days (or fifteen (15) workdays after the grievance meetings if both parties mutual agree to the meeting). If the decision is not satisfactory to the EMPLOYEE/grievant, the EMPLOYEE may refer it to the next step within ten (10) work days of receipt of the Step 1 decision.

Step 2: The Step 2 Official shall arrange for a meeting with the EMPLOYEE/grievant and the UNION representative, if UNION has been chosen to represent the grievant, within seven (7) work days of the receipt of the Step 2 grievance. The Step 2 Official shall give their written reply for the disposition of the grievance within ten (10) work days following the meeting. The meeting may be waived upon mutual consent.

Step 3: If the Step 2 decision is not satisfactory to the EMPLOYEE/grievant, they may submit the grievance to the Step 3 Official within ten (10) work days of receipt of the Step 2 Officials decision. The Step 3 Official or designee shall arrange for a meeting with the EMPLOYEE/grievant and UNION representative within ten (10) work days of receipt of the grievance. The Step 3 Official or designee shall issue a written decision within ten (10) work days following the meeting.

Step 4: If the Step 3 decision is not satisfactory, the parties may by mutual consent arrange for mediation to resolve the grievance.

c. Grievance Officials may be assisted by additional personnel in any grievance meeting as they deem appropriate.

d. Relevant Matters

At each step of this procedure, only matters relevant to the specific grievance at issue shall be discussed at the hearing.

Section 7: Time Limits

Time limits shall be complied with except in unusual circumstances. In such cases, time limits may be extended by written mutual agreement. Failure of the EMPLOYEE or their representative to observe the time limits may terminate the grievance. If IHSQJE does not meet the time limits, UNION or the EMPLOYEE/grievant may unilaterally move the grievance to the next step of the procedure.

Section 8: Waiver of Steps

Any step of the grievance procedure may be waived by mutual consent of the parties. All grievances over disciplinary actions, adverse actions, and denial of Within-Grade Increases (after completion of the reconsideration process) will begin at step Two (2) of the grievance procedure.

Section 9: Informal Settlement Encouraged

Nothing in this Agreement will preclude the parties from attempting to settle grievances informally at any time and at any step, and such efforts are encouraged.

Section 10: IHSQJE Grievances

Step 1: Any supervisory or management official may file a grievance with UNION within fifteen (15) work days from the event given rise to the grievance or from the date IHSQJE became aware of the event causing the grievance. The grievance must be filed in writing to the designated UNION official. The UNION official will render a written decision within ten (10) work days. The decision shall provide the name and title of the UNION official to whom the grievance may be directed if not resolved at Step 1.

Step 2: If the grievance is not resolved at Step 1, IHSQJE may file a grievance to the designated UNION official within ten (10) work days from receipt of the Step 1 decision. The designated UNION official shall render a written decision within seven (7) work days from receipt of the Step 2 grievance. If IHSQJE is not satisfied with the Step 2 decision, it may pursue the grievance to mediation and/or arbitration in accordance with the procedures in the negotiated agreement.